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**MASTER LEASE**  
**between**  
**WASHINGTON STATE PUBLIC STADIUM AUTHORITY,**  
**a public corporation of the State of Washington**  
**and**  
**FIRST & GOAL INC.,**  
**a Washington corporation**  
**Dated: November 24, 1998**

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# MASTER LEASE

## With Exhibits

## MASTER LEASE EXHIBITS

- A. Project Site Description
  - 1 Defined Terms
    - 3.1 Phase I Parcel Legal Description
      - 4.1 Form of Confirmation of Commencement Date and Completion Date
        - 6.2 Possible Future Activities
          - 8.11 Form of Confirmation of PSA Office Space Designation
            - 11.1.2. Comparable Stadium Facilities, Comparable Exhibition Facilities, and Comparable Parking Facilities
              - 20.1.2 Permitted Exceptions
                - 26.14 Form of Memorandum of Lease



1 **MASTER LEASE**

2 EFFECTIVE DATE: November 24, 1998

3  
4 BETWEEN: **WASHINGTON STATE PUBLIC STADIUM AUTHORITY,**  
5 a Washington State public corporation  
6 401 Second Avenue South, Suite 520  
7 Seattle, WA 98104 ("PSA")

8  
9 AND: **FIRST & GOAL INC.,**  
10 a Washington corporation  
11 110-110th Avenue N.E., Suite 550  
12 Bellevue, WA 98004 ("FGI")

13  
14 A. On April 26, 1997, the Legislature of the State of Washington adopted  
15 Chapter 220, Laws of 1997. That legislation referred certain sections, specifically Sections 101  
16 through 604, to a vote of the people of the State as Referendum Bill Number 48. At a special  
17 election held on June 17, 1997, the people of the State approved Referendum Bill Number 48  
18 and, as a result, the legislation became law effective July 17, 1997. That legislation is the "Act."  
19 Certain sections of the Act have since been codified at RCW Chapter 36.102.

20 B. Pursuant to the Act, PSA was created and has acquired and owns the real  
21 property described on attached Exhibit A (the "Project Site").

22 C. Pursuant to the Act, PSA and FGI have simultaneously entered into that  
23 certain Development Agreement of even date herewith ("Development Agreement") pursuant to  
24 which PSA as owner of the Project Site has engaged FGI as developer to develop a new state-of-  
25 the-art stadium designed for National Football League football, Olympic events and World Cup  
26 soccer, with a seating capacity of at least 67,000 permanent seats with space for 5,000 additional  
27 temporary or permanent seats (for NFL football) (the "Stadium"); a new state-of-the-art  
28 exhibition hall of at least 325,000 gross square feet of space (the "Exhibition Hall"); a new  
29 parking structure to serve the Stadium and the Exhibition Hall (the "Parking Facility"); and  
30 related improvements (the "Other Improvements").

1 D. Both the Stadium and the Parking Facility will contain space ("Swing  
2 Space") which may be utilized either as part of the Stadium or the Parking Facility, respectively,  
3 or as part of the Exhibition Hall.

4 E. The Stadium, the Exhibition Hall, the Parking Facility and the Other  
5 Improvements are collectively the "Project Improvements," and individually each a "Project  
6 Element."

7 F. The Project Site and the Project Improvements to be constructed thereon  
8 are collectively the "Project."

9 G. The Project will be fully furnished and equipped for its intended uses and  
10 operation, and available to deliver to FGI under this Master Lease in "turn-key" condition.

11 H. Football Northwest LLC ("FNW") owns the National Football League  
12 team, the Seattle Seahawks ("Team"). FNW is under the control of Paul G. Allen ("Allen").  
13 FGI is a corporation also under the control of Allen. Accordingly, FGI is a "team affiliate," as  
14 that term is defined in Section 101(1) of the Act, because FGI and the Seattle Seahawks are  
15 under common control.

16 I. This Master Lease (the "Lease") is entered into pursuant to PSA's  
17 authority under Section 106(8) of the Act.

18 NOW, THEREFORE, in consideration of the mutual promises of the Parties set  
19 forth in this Lease, the Parties agree as follows:  
20

21 SECTION 1 DEFINED TERMS

22 Defined terms are capitalized words which are not capitalized as the first word in a  
23 sentence. A defined term has the meaning given to it by the text when it is first used, or by the  
24 definition given it in Exhibit 1, or by the definition given it in the Development Agreement, or  
25 by the definition given it in the Stadium Use Agreement. If a defined term used in this Lease has  
26 a different definition in any of the other Related Leases, its definition is controlled by this Lease  
27 when the defined term is used in reference to this Lease.  
28

1    SECTION 2    AGREEMENT TO LEASE

2            PSA hereby leases the Premises to FGI and FGI hereby leases the Premises from PSA on  
3    the following terms and conditions.

4            2.1    Sole Master Tenant

5            FGI is the sole master tenant of the Premises. Without limitation, as sole master  
6    tenant, FGI has the exclusive power and authority to possess, operate, use, sublease and enter  
7    into use, license, concession and other agreements with respect to the Premises. Except to the  
8    extent otherwise specifically provided for in this Lease, FGI shall have the right to retain all  
9    revenues derived from the Premises, including without limitation revenues from (i) subleases and  
10   use agreements, (ii) license and concession agreements, (iii) suite and seat licenses,  
11   (iv) concessions, novelties, catering, parking, sponsorships, advertising, naming rights (subject to  
12   Section 17.4 hereof), and (v) PSLs (except to the extent sold by PSA pursuant to the  
13   Development Agreement).

14           2.2    Condition Precedent

15           This Lease shall not be effective until the Master Lease Guaranty has been  
16   executed and delivered to PSA by a Person with a net worth in excess of one hundred million  
17   dollars.

18  
19   SECTION 3    PREMISES

20           3.1    Phase I

21           From the Substantial Completion of Phase I, as defined in the Development  
22   Agreement, ("Commencement Date") through the Substantial Completion of Phase II, as defined  
23   in the Development Agreement, ("Completion Date"), the Premises shall consist of that portion  
24   of the Project Site described in Exhibit 3.1 (the "Phase I Parcel"), and any Project Improvements  
25   constructed on the Phase I Parcel, which are to include the Exhibition Hall and the Parking  
26   Facility. As additional Project Improvements are constructed or completed on the Phase I Parcel,  
27   those Project Improvements shall be owned by PSA and automatically become part of the  
28   Phase I Parcel.

1           3.2    Phase II

2                   From the Completion Date until the end of the Term, the Premises shall consist of  
3 the Project, including the Project Site and the Project Improvements.

4           3.3    Reduction of Premises In Connection With Development; Purchase Option

5                   The Parties acknowledge that development may occur in the North Parking Lot,  
6 and/or upon and/or adjacent to the Parking Facilities, pursuant to rights set forth in the  
7 Development Agreement and/or pursuant to that certain Property Contribution Agreement and/or  
8 1998 Letter of Intent. In addition, FGI has the option to purchase a portion of the North Parking  
9 Lot pursuant to the Development Agreement. In the event of any such development or purchase  
10 (subject to Section 27 of the Development Agreement), the Premises, but not any of the Project  
11 Improvements (other than portions of the Parking Facilities which may be removed and/or  
12 reconstructed as part of such development) shall be reduced (in the case of a purchase) or  
13 modified, and such modification shall be reflected in a reasonable adjustment to the description  
14 of the Premises, which shall be attached to this Lease as a substitute Exhibit A.

15          3.4    Personal Property

16                   The "Personal Property" consists of movable items of property, used in  
17 connection with the operation of the Premises, which were part of the Project Improvements as  
18 FF&E and any items of property which replace any of such original items. The Personal  
19 Property also includes items of movable property purchased by FGI as part of FGI's obligations  
20 under Section 11. The Personal Property is included in the Premises. The Personal Property also  
21 includes contract rights such as warranties on the Project Improvements and its various  
22 components.

23          3.5    Acceptance of Premises, Project Improvements

24                   3.5.1    Upon the Commencement Date, FGI will accept the Phase I Parcel and the  
25 Project Improvements located thereon, and upon the Completion Date, FGI will accept the  
26 Phase II Parcel and the Project Improvements located thereon, respectively, "AS IS, WITH ALL  
27 FAULTS."

28                   3.5.2    PSA makes no representation or warranty regarding the condition of the  
29 Project Site other than PSA's representations set forth in the Development Agreement and this

1 Lease. PSA shall have no liability to FGI on account of the condition of the Project Site other  
2 than as may arise under the terms of the Development Agreement and this Lease.

3 3.5.3 PSA makes no representation or warranty whatsoever regarding the design  
4 or construction of the Project, except to the extent Project improvements within the PSA Office  
5 Space are constructed or altered pursuant to Section 8.11.6. FGI acknowledges that the Project  
6 Improvements will be constructed by FGI (except to the extent Project improvements within the  
7 PSA Office Space are constructed or altered pursuant to Section 8.11.6). FGI shall have no  
8 claim whatsoever against PSA on account of (x) the design or construction of the Project except  
9 to the extent Project improvements within the PSA Office Space are constructed or altered  
10 pursuant to Section 8.11.6, or (y) the condition of the Project Improvements.

#### 11 12 SECTION 4 TERM

13 The term of this Lease (the "Term") consists of the Initial Term, Extension Periods, if  
14 any, and a Completion Term, if any.

##### 15 4.1 Initial Term

16 The initial term ("Initial Term") of the Lease shall commence upon the  
17 Commencement Date and, unless terminated pursuant to the provisions of this Lease, shall  
18 terminate on the last day of the thirtieth (30th) complete Lease Year following the Completion  
19 Date. The Commencement Date and the Completion Date shall each be confirmed by the Parties  
20 in Exhibit 4.1, which shall be separately executed by the Parties. A "Lease Year" shall be the  
21 calendar year.

22 4.2 Right to Extend. FGI shall have the right to extend the Initial Term for three (3)  
23 successive periods of ten (10) years each (each an "Extension Period"), if exercised in  
24 accordance with this section.

25 4.2.1 Each successive Extension Period shall be effective only if FGI gives  
26 written notice of the exercise of the right to extend to PSA not later than eighteen (18) months  
27 prior to the expiration of the Initial Term or the preceding Extension Period, as may be  
28 applicable, and there does not exist an Event of Default under the Lease, either at the time the  
29 notice to extend is given or at the commencement of the Extension Period in question. "Backup  
30 marketing" expenses incurred in connection with the marketing of the Project to third parties and

1 finding new tenants and users shall only be considered Reasonable PSA Operating Expenses  
 2 during the last eighteen (18) months of the Term.

3 4.2.2 During each Extension Period, this Lease shall continue upon the same  
 4 terms and conditions as provided in this Lease, including the Rent as described in Section 5.1.2.

5 4.2.3 FGI may only exercise a right to extend if FNW has exercised its  
 6 comparable right to extend under the Stadium Use Agreement.

7 4.3 End of Term; Holdover

8 FGI may extend the Term for one Completion Term, if necessary, for the purpose  
 9 of enabling a professional sports team sublessee or user which uses the Stadium as its regular  
 10 home playing facility to complete a professional sports league season including playoffs. FGI  
 11 shall not hold over for any other purpose.

12 4.3.1 The "Completion Term" shall mean a period of time not exceeding twelve  
 13 (12) months which shall commence immediately at the end of the Initial Term or then current  
 14 Extension Period and shall end not later than sixty (60) days after the completion of the  
 15 sublessee's or user's playing season including playoffs. Any Completion Term shall be upon all  
 16 of the terms and conditions, including Rent, applicable under this Lease immediately prior to the  
 17 beginning of the Completion Term.

18 4.3.2 The Completion Term shall be effective only if: FGI gives written notice  
 19 of the exercise of the right to extend to PSA not later than one (1) year prior to the expiration of  
 20 the Term, there does not exist an Event of Default under the Lease, at the time the notice to  
 21 extend is given, and there does not exist an Event of Default under the Lease at the  
 22 commencement of the Completion Term.

23 4.4 Transition at End of Term

24 During the last Lease Year prior to the end of the Term (i.e., for which there are  
 25 no longer any Extension Periods with respect to which FGI has exercised or may exercise its  
 26 option), PSA and FGI shall use Reasonable Efforts to effect an orderly and efficient transition of  
 27 operations of the Exhibition Hall, the Parking Facilities, the Stadium and any Other  
 28 Improvements to PSA or PSA's designee(s). Within the last Lease Year of the Term, FGI may  
 29 not, without PSA's prior written consent, enter into any agreement which relates to the  
 30 operations of the Project which extends beyond the Term unless such agreement may be



terminated at the end of the Term without cost or obligation to PSA, including, but not limited to advance booking agreements, agreements with athletic teams, agreements with concessionaires, or agreements with suppliers or service providers. Costs incurred by PSA in connection with the transition or the possession, renovation, improvement, demolition, use, operation, sale or leasing of the Project after the Term are not Reasonable PSA Operating Expenses.

#### 4.5 Turnover at End of Term

At the end of the Term, FGI will:

4.5.1 Turn over to PSA possession of the Premises, including all Project Improvements and Personal Property used in the operations of the Premises in the condition required by Section 11, normal wear and tear excepted;

4.5.2 Assign to PSA all agreements that exist and which are described in Section 4.4;

4.5.3 Turn over to PSA originals or copies of all books and records which pertain to the operations of the Premises during the immediately preceding five (5) years;

4.5.4 Assign to PSA any and all warranties that exist and which pertain to the Project Improvements; and

4.5.5 Terminate, in accordance with applicable law, all employees of FGI performing services exclusively in the operations of the Premises, and allow PSA to interview all such employees with respect to possible future employment by PSA or PSA's designee.

### SECTION 5 RENT

#### 5.1 Rent During the Term

The following provisions for the payment of Rent apply during the Initial Term, any Extension Periods, and any Completion Term. FGI shall pay rent ("Rent") as follows:

##### 5.1.1 Rent Prior to Completion Date

From the Commencement Date until the Completion Date, FGI shall pay Rent to PSA in the amount of \$425,000 per year, Indexed from the Commencement Date.

##### 5.1.2 Rent From and After the Completion Date

From and after the Completion Date, during each Lease Year FGI shall pay Rent to PSA equal to the sum of:

1                   5.1.2.1 Eight Hundred Fifty Thousand Dollars (\$850,000) per year,  
2 Indexed, ("Basic Rent"); plus

3                   5.1.2.2 The amount, if any, by which the Reasonable PSA Operating  
4 Expenses for that Lease Year exceed the Basic Rent (as provided in 5.1.3).

5           Basic Rent shall be Indexed as of the first day of the thirteenth complete calendar month  
6 following the Completion Date, and on each anniversary thereafter during the Term. Indexing  
7 may cause Basic Rent to increase or remain the same, but Basic Rent may not decrease.

8                   5.1.3 Reasonable PSA Operating Expenses

9                   5.1.3.1 PSA acknowledges that FGI has a legitimate interest in Reasonable  
10 PSA Operating Expenses, but only to the extent Reasonable PSA Operating Expenses will cause  
11 FGI to become obligated to pay Rent in excess of Basic Rent. "Reasonable PSA Operating  
12 Expenses" mean those reasonable expenses associated with PSA operations, including the  
13 employment of employees, agents, attorneys, and other contractors, and the operation of its  
14 office facilities. Reasonable PSA Operating Expenses include only those reasonable operating  
15 expenses reasonably related to Project as it exists as of the Completion Date. Reasonable PSA  
16 Operating Expenses do not include any (i) operating expenses which are not reasonably related to  
17 the Project as it exists as of the Completion Date, (ii) operating expenses related to any  
18 development rights or Development Areas including those described in Section 27 of the  
19 Development Agreement (which should be reimbursed through other express agreements), (iii)  
20 non-operating costs such as capital and capitalized costs (except capital costs for office  
21 furnishings, equipment and software which are included as Reasonable PSA Operating  
22 Expenses), or (iv) other expenses which would not be a reasonable operating expense if PSA's  
23 activities were limited to activities (x) which are reasonably required by the Act, Laws, this  
24 Lease, or the Development Agreement, or (y) which are reasonably related to the Project as it  
25 exists as of the Completion Date. To the extent reasonably practicable, Reasonable PSA  
26 Operating Expenses will be incurred and structured in such a manner (considering such matters  
27 as timing, payment terms, etc.) so as to not require FGI to pay Rent pursuant to Section 5.1.2.2 in  
28 any Lease Year. Reasonable PSA Operating Expenses include annual loan debt service of up to  
29 \$210,000 for up to fifteen (15) years ("Annual Loan Debt Service") as contemplated by the  
30 Financing Plan between PSA and the State of Washington, provided that following Final



1 Completion the unexpended balance of PSA funds from the PSA Operating Account and the  
2 PSA Project Account in excess of \$500,000, to be utilized to initially fund the Cash Reserve  
3 described below, shall be used to pay down the loan balance.

4           5.1.3.2 PSA shall use Reasonable Efforts to deliver to FGI an annual  
5 budget of the anticipated Reasonable PSA Operating Expenses for a Lease Year, not later than  
6 sixty (60) days prior to the commencement of such Lease Year. The budget shall be binding  
7 upon PSA except for any mathematical errors. If, after the Completion Date, PSA fails to deliver  
8 a budget for a Lease Year by the date on which such Lease Year commences, FGI shall  
9 temporarily pay Rent to PSA in the amount required under 5.1.2 above for the prior Lease Year.  
10 When PSA does deliver a budget for such Lease Year, if the budgeted Reasonable PSA  
11 Operating Expenses are greater than the Rent paid by FGI for such Lease Year, FGI shall pay  
12 PSA the amount of the excess within thirty (30) days of receipt of the budget for the monthly  
13 installments paid to that date, and the corrected amount in monthly installments hereafter.  
14 Alternatively, when PSA does deliver a budget for such Lease Year, if the budgeted Reasonable  
15 PSA Operating Expenses are less than the monthly Rent paid by FGI for such Lease Year, PSA  
16 shall refund to FGI within thirty (30) days the lesser of (x) the amount paid by FGI as Rent for  
17 such Lease Year in excess of Basic Rent, or (y) the difference between the monthly Rent paid by  
18 FGI for such Lease Year and budgeted Reasonable PSA Operating Expenses for the same period  
19 of time, in either case together with interest at the highest rate of interest earned by PSA on its  
20 various interest bearing accounts and investments.

21           5.1.3.3 PSA shall use Reasonable Efforts to provide FGI with a summary  
22 of the actual Reasonable PSA Operating Expenses for a Lease Year within sixty (60) days after  
23 the end of such Lease Year. If the actual Reasonable PSA Operating Expenses for such Lease  
24 Year are more than the Rent paid by FGI for such Lease Year, and additional Rent is due, subject  
25 to reduction pursuant to Section 5.7.2.2; FGI shall pay such additional amount to PSA within  
26 thirty (30) days of FGI's receipt of the summary of actual Operating Expenses. If FGI has paid  
27 Rent for such Lease Year pursuant to Section 5.1.2.2 above and the actual Reasonable PSA  
28 Operating Expenses for such Lease Year are less than the Rent paid by FGI for that Lease Year,  
29 PSA shall refund to FGI within thirty (30) days the lesser of (x) the amount paid by FGI as Rent  
30 for such Lease Year pursuant to Section 5.1.2.2 above, or (y) the difference between the Rent

1 paid by FGI and the actual Reasonable PSA Operating Expenses, in either case together with  
2 interest at the highest rate of interest earned by PSA on its various interest bearing accounts and  
3 investments .

4                   5.1.3.4 At any time within thirty (30) days after FGI receives PSA's  
5 statement of actual Reasonable PSA Operating Expenses, FGI may elect, by written notice to  
6 PSA, to either review or audit PSA's books and records of the actual Reasonable PSA Operating  
7 Expenses for that Lease Year. The review or audit shall occur at a mutually convenient time not  
8 less than five (5) Business Days nor more than twenty (20) days after PSA's receipt of FGI's  
9 notice. If the review or audit reveals a discrepancy in PSA's statement of actual Reasonable PSA  
10 Operating Expenses, the Parties shall meet at a mutually convenient time within twenty (20) days  
11 of FGI delivering the results of the review or audit to PSA. If the Parties are able to agree on the  
12 actual Reasonable PSA Operating Expenses, the agreed amount shall become the "actual  
13 Reasonable PSA Operating Expenses" for purposes of Section 5.1.3.3. If the Parties are unable  
14 to agree on the actual Reasonable PSA Operating Expenses for that Lease Year, the matter will  
15 be resolved pursuant to Dispute Resolution and the above payment adjustment provisions shall  
16 apply, and such resolved amount shall become the "actual Reasonable PSA Operating Expenses"  
17 for purposes of Section 5.1.3.3. In either case, if the actual Reasonable PSA Operating Expenses  
18 is different than as provided to FGI pursuant to Section 5.1.3.3, then the Parties shall adjust the  
19 Rent in accordance with Section 5.1.3.3.

20           5.2   Proration of Rent

21                   If the Term commences or ends on other than the first day of a Lease Year, or if a  
22 Rent change occurs on other than the first day of a Lease Year, or if there is an abatement of Rent  
23 that commences or ends on other than the first day of a Lease Year, then Rent shall be prorated  
24 for that Lease Year on a daily basis.

25           5.3   Timing of Rent Payments

26                   Annual Rent shall be payable in twelve equal monthly installments. All payments  
27 of Rent shall be due and payable, in advance, on the first day of each month during each Lease  
28 Year during the Term.

1           5.4   Past Due Rent

2                   5.4.1   Interest

3                           Any Rent not paid when due shall bear interest as provided in  
4   Section 26.25.

5                   5.4.2   Late Charges

6                           If FGI shall fail to make any payment of Rent when due as provided in this  
7   Lease, then FGI shall pay a late charge of one percent (1%) of the amount past due, up to a  
8   maximum late charge of \$500, Indexed every five (5) years, for processing of late payments, as  
9   additional Rent within ten (10) Business Days of notice that such late charge is due.

10           5.5   Net Rent

11                   Rent and other sums to be paid by FGI shall be payable in lawful money of the  
12   United States of America. Rent payable by FGI shall be absolutely net to PSA, free from all  
13   costs, expenses, charges and deductions to PSA and without any FGI claimed offset. All costs,  
14   expenses, and obligations of every kind and nature whatsoever relating to the use, maintenance,  
15   operation, repair, restoration and replacement of the Premises as provided herein shall be paid for  
16   and performed by FGI.

17           5.6   Rent During Any Holdover Period

18                   If FGI holds over beyond the last day of the Term, the Rent due commencing with  
19   the end of the Term and for each month thereafter, shall be the monthly Rent (the Lease Year  
20   Rent divided by 12) for the last full calendar month of the Term multiplied by the number of  
21   months from the end of the Term until FGI surrenders the Premises to PSA as required by  
22   Section 23. For example, if FGI holds over for three calendar months, the Rent for the first  
23   holdover month shall be equal to the monthly Rent for the last calendar month of the Term,  
24   multiplied by one (1), the Rent for the second holdover month shall be the monthly Rent for the  
25   last calendar month of the Term multiplied by two (2); and the Rent for the third holdover month  
26   shall be the monthly Rent for the last calendar month of the Term multiplied by three (3).

27           5.7   Operating Reserve

28                   5.7.1   Operating Reserve

29                           5.7.1.1   By January 1, 2003, PSA shall establish an operating reserve of \$2  
30   Million ("Operating Reserve"), which shall be comprised of a cash reserve component ("Cash

1 Reserve”) and a letter of credit reserve component (“L/C Reserve”). Initially the Cash Reserve  
 2 shall be \$500,000 and the L/C Reserve shall be \$1.5 Million.

3 5.7.1.2 The Operating Reserve may be utilized only to pay Reasonable  
 4 PSA Operating Expenses incurred during any Lease Year as and when they come due to the  
 5 extent Rent paid during that Lease Year-to-date is insufficient. To the extent the Operating  
 6 Reserve is utilized at all, PSA shall utilize and exhaust the Cash Reserve before utilizing the L/C  
 7 Reserve.

8 5.7.1.3 The Operating Reserve may not be utilized to fund any other  
 9 reserve, or to make any advance payments other than advance payments which are commercially  
 10 reasonable and customary.

11 5.7.1.4 Concurrently with PSA utilizing any part of the Cash Reserve or  
 12 L/C Reserve, but not as a condition precedent to such utilization, PSA shall present to FGI  
 13 documentation reasonably satisfactory to FGI in reasonable detail regarding the utilization of the  
 14 Operating Reserve, including without limitation the amount of funds utilized, the source of funds  
 15 utilized (i.e. Cash Reserve or L/C Reserve), the Reasonable PSA Operating Expenses for which  
 16 such funds were utilized, and an explanation that and why the Reasonable PSA Operating  
 17 Expenses for which such funds were utilized were not included or the amount was  
 18 underestimated in the annual budget described in Section 5.1.3.2.

19 5.7.1.5 At any time, FGI may object to the utilization of the Operating  
 20 Reserve based on a violation of this Section 5.7, for example by reason that funds were not  
 21 utilized entirely for Reasonable PSA Operating Expenses or that the Reasonable PSA Operating  
 22 Expenses for which the funds were utilized were contemplated in sufficient amount in the annual  
 23 budget described in Section 5.1.3.2. If FGI so objects, the substance of such objection may be  
 24 subject to Dispute Resolution. Any decision or award for FGI in Dispute Resolution on such  
 25 matter may be utilized by FGI as a credit against any Rent due under this Lease.

## 26 5.7.2 Reserve Restoration

27 If PSA has utilized the Operating Reserve during any Lease Year:

28 5.7.2.1 During that Lease Year, Rent payments in excess of Reasonable  
 29 PSA Operating Expenses shall be utilized first to repay to FGI the amount of any L/C Reserve

1 utilized during that Lease Year, and second to restore any amount of the Cash Reserve utilized  
2 during that Lease Year; and

3 5.7.2.2 Following that Lease Year, if any Rent is payable to PSA pursuant  
4 to Section 5.1.3.3, such Rent shall be reduced by the amount of the L/C Reserve utilized during  
5 that Lease Year but not yet repaid to FGI pursuant to Section 5.7.2.1, and the net Rent paid  
6 pursuant to Section 5.1.3.3 shall be utilized to fully restore the Cash Reserve utilized during that  
7 Lease Year to the amount of its original level as of the beginning of the Lease Year, and any  
8 excess shall be utilized to pay any then unpaid Reasonable PSA Operating Expenses for that  
9 Lease Year.

10 5.7.3 Cash Reserve

11 Interest and other earnings on the Cash Reserve shall become part of and  
12 increase the Cash Reserve and Operating Reserve.

13 5.7.4 L/C Reserve

14 5.7.4.1 FGI shall provide PSA with a standby letter of credit in the amount  
15 of the L/C Reserve (the "Reserve Letter of Credit"). The Reserve Letter of Credit shall be issued  
16 by a financial institution reasonably acceptable to PSA, and may be drawn upon by PSA upon  
17 presentation of a "sight draft" in reasonable mutually agreed form.

18 5.7.4.2 The Reserve Letter of Credit shall be replaced annually by a new  
19 Reserve Letter of Credit in the amount of the L/C Reserve so that at all times during the  
20 remaining Term, PSA holds a Reserve Letter of Credit which is in full force and effect. To the  
21 extent PSA draws against the Reserve Letter of Credit in any Lease Year, then the amount of  
22 credit available to PSA under that Reserve Letter of Credit shall be reduced and not restored until  
23 the Reserve Letter of Credit is replaced for the subsequent Lease Year. PSA may draw on the  
24 Reserve Letter of Credit if FGI has not provided PSA with a replacement Reserve Letter of  
25 Credit at least five (5) days prior to expiration of the then-existing Reserve Letter of Credit.

26 5.7.4.3 All costs associated with the Reserve Letter of Credit, including  
27 without limitation all service charges, shall be paid by FGI but shall be deemed a Reasonable  
28 PSA Operating Expense and shall be a credit against any Rent payable hereunder by FGI.

29 5.7.4.4 The amount of the Rent Letter of Credit described in Section 21.5  
30 shall not affect the amount of the Reserve Letter of Credit.



1                   5.7.5 Adjustment of Amount of Cash Reserve and L/C Reserve

2                   At the Option of PSA, the original amount of the Cash Reserve may be  
3 increased and the amount of the L/C Reserve will be simultaneously decreased by the dollar  
4 amount by which the Annual Loan Debt Service is less than \$210,000 on the date the Operating  
5 Reserve is established.

6 SECTION 6 OTHER STATUTORILY MANDATED PAYMENT OBLIGATIONS OF FGI

7           6.1 Share of Profits from Operation of Exhibition Hall

8               6.1.1 Definitions

9                   For purposes of this Section 6.1, the following terms have the following  
10 meanings.

11                   6.1.1.1 "Exhibition Hall Net Profits" means Exhibition Hall Revenues less  
12 Exhibition Hall Expenses, during each Lease Year during the Term.

13                   6.1.1.2 "Exhibition Hall Revenues" means gross revenues received by FGI  
14 or any Affiliate of FGI in connection with Exhibition Hall Events. Exhibition Hall revenues  
15 include gross fees, rentals and payments of any kind or nature whatsoever (except as provided  
16 herein) paid to FGI or any Affiliate of FGI in connection with the Exhibition Hall (including any  
17 Swing Space utilized in connection with the Exhibition Hall) for Exhibition Hall Events,  
18 including, without limitation: (i) space rental or occupancy fees; (ii) advertising fees; (iii) use  
19 fees; (iv) license fees; (v) concession fees; (vi) signage fees; (vii) services charges; (viii) the sales  
20 price of all merchandise (including food and beverage) sold in connection with Exhibition Hall  
21 Events; (ix) charges to users of the Exhibition Hall for the right to use portions or all of the  
22 Stadium, portions or all of the Parking Facilities for a non-parking use, or portions or all of the  
23 North Parking Lot for a non-parking use, in connection with an Exhibition Hall Event;  
24 (x) Exhibition Hall Parking Revenue; and (xi) the value of goods or services in lieu of cash for  
25 any for the foregoing (i) through (x). Exhibition Hall Revenues do not include: (i) any revenues  
26 associated with any events at the Project which are not Exhibition Hall Events; (ii) any sales  
27 proceeds of Exhibition Hall Naming Rights or Parking Facilities Naming Rights; or (iii) any  
28 admissions, parking, sales, gross receipts, compensating taxes or other retail excise taxes which  
29 are imposed by any duly constituted Governmental Authority on sales and which are collected  
30 and paid by FGI or any Affiliate of FGI to such Governmental Authority.

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6.1.1.3 "Exhibition Hall Expenses" means those direct and indirect expenses reasonably incurred by FGI in connection with the operation of the Exhibition Hall, including Swing Spaces and other facilities used in connection with Exhibition Hall Events, and the performance of each of FGI's obligations under this Lease as they relate to such facilities. Exhibition Hall Expenses include, without limitation: (i) Rent payable pursuant to Section 5.1.1 through the Completion Date, and, after the Completion Date a percentage of the Rent payable pursuant to Section 5.1.2 computed in accordance with Section 6.1.1.7; (ii) the cost of Maintenance and Modernization of the Exhibition Hall (except to the extent paid from the Capital Improvements Account or the Naming Rights Account), with the cost of Major Maintenance and Modernization being amortized in accordance with reasonable accounting principles; (iii) the cost of Utilities related to the Exhibition Hall; (iv) the cost of Insurance and self-insurance (up to the amount of the premium charged by any third-party insurer for equivalent coverage) related to the Exhibition Hall; (v) the cost of Impositions related to the Exhibition Hall; (vi) Exhibition Hall Parking Expenses; (vii) the cost of goods and services related to Exhibition Hall Revenues; and (viii) FGI's reasonably allocated reasonable direct and indirect administrative and overhead expenses associated with the operation of the Exhibition Hall. Exhibition Hall Expenses do not include: (i) expenses that are reimbursed to FGI, including, without limitation, expenses reimbursed by insurance proceeds, or expenses reimbursed to FGI pursuant to any sublease, license agreement or occupancy agreement of any kind or pursuant to any service agreement pertaining to the operation, maintenance or repair of the Exhibition Hall, provided that such reimbursements are not accounted for as Exhibition Hall Revenues; (ii) any Major Maintenance or Modernization to the extent paid from the Capital Improvements Account or the Naming Rights Account; (iii) costs incurred because of the breach of this Lease by FGI; (iv) amounts paid to persons or entities related to FGI in excess of the fair market value of services or materials provided in exchange therefor; (v) amounts payable under or in connection with any FGI mortgage, deed of trust, security agreement, or other financing or refinancing arrangements; (vi) costs of sculpture, paintings, or other objects of art acquired and owned by FGI, except to the extent FGI has obtained PSA's prior written approval of the cost thereof; (vii) cost of repairing any defective construction work or latent defects in the Exhibition Hall, or the repair or replacement of any materials or equipment in connection with such defects;

1 (viii) any damages resulting from the negligence of or violation of any Laws by any FGI  
 2 executive officer to the extent not covered by insurance or self-insurance; (ix) rental charges for  
 3 the use of portions of the Swing Space or the Stadium for Exhibition Hall Events; and (x) any  
 4 amortization of the initial capital cost of any Project Improvement incurred pursuant to the  
 5 Development Agreement.

6 6.1.1.4 "Exhibition Hall Events" means events which are primarily located  
 7 and centered in the Exhibition Hall, even if there is some ancillary use of other parts of the  
 8 Project, and includes "flat shows" such as the Home Show, Car Show and Boat Show.  
 9 Exhibition Hall Events do not include pre-, intermission- and post-functions related to primarily  
 10 Stadium events, or uses ancillary to primarily Stadium events. Stadium events include, without  
 11 limitation, football games, soccer games, concerts and other entertainment events held in the  
 12 Stadium bowl.

13 6.1.1.5 "Exhibition Hall Parking Revenues" are ninety-one percent (91%)  
 14 of the parking revenues generated in connection with Exhibition Hall Events (based on FGI's  
 15 good faith estimates, subject to the approval of PSA), computed exclusive of parking and other  
 16 taxes, for twenty (20) years from the Completion Date, and one hundred percent (100%) of the  
 17 parking revenues thereafter.

18 6.1.1.6 "Exhibition Hall Parking Expenses" are the expenses incurred in  
 19 connection with the operation of the Parking Facilities for Exhibition Hall Events, including for  
 20 any parking management contractor, and is calculated by multiplying the total operating cost of  
 21 the Parking Facilities, by a fraction, the numerator of which is the number of parkers estimated  
 22 for Exhibition Hall Events (and utilized in computation of Exhibition Hall Parking Revenues)  
 23 and the denominator of which is the total number of parkers in the Parking Facilities, during the  
 24 period of the computation.

25 6.1.1.7 The percentage of Rent paid pursuant to Section 5.1.2 which is an  
 26 Exhibition Hall Expense shall be a reasonable allocation of total Rent as determined by FGI,  
 27 subject to the approval of PSA.

28 6.1.2 Percentage Rent

29 From the Commencement Date and thereafter during the Term, FGI shall  
 30 pay PSA, as additional Rent, twenty percent (20%) of Exhibition Hall Net Profits ("Percentage



Rent"). FGI shall pay Percentage Rent to PSA annually in arrears on or before the one hundred eightieth (180<sup>th</sup>) day of each Lease Year for the immediately preceding Lease Year. All funds received by PSA pursuant to this Section 6.1. shall be deposited into the permanent common school fund as required by Section 210(2)(b)(ix) of the Act.

#### 6.1.3 Annual Exhibition Center Operating Expense Budget

At least sixty (60) days prior to the beginning of each Lease Year, FGI shall submit to PSA its budget for Exhibition Center operations for that Lease Year, for PSA's review and comment.

#### 6.1.4 Booking Policies

Prior to the Commencement Date, FGI shall provide to PSA, for its review and comment, the "booking policies" which FGI proposes to follow in the booking of the Exhibition Hall, and thereafter FGI shall provide to PSA, for its review and comment, any changes or modifications to such booking policies which FGI proposes as they arise.

#### 6.1.5 Reporting Period

FGI shall submit to PSA, on or before the forty-fifth (45<sup>th</sup>) day of each calendar quarter for the immediately preceding calendar quarter, a written statement signed by FGI, and certified by its chief financial officer to be true and correct, showing in detail the amount of Exhibition Hall Revenues, Exhibition Hall Expenses, and Exhibition Hall Net Profits, as of the end of the preceding calendar quarter. In addition to FGI's quarterly report of Exhibition Hall Net Profits, FGI shall submit to PSA an annual audited report of Exhibition Hall Revenues, Exhibition Hall Expenses, and Exhibition Hall Net Profits, not later than one hundred eighty (180) days following the end of each Lease Year, showing Exhibition Hall Revenues, Exhibition Hall Expenses, and Exhibition Hall Net Profits as of the end of such Lease Year. Each such report shall be certified as accurate by the chief financial officer of FGI and each such annual report and final report shall be accompanied by a certificate of an independent certified public accountant reasonably satisfactory to PSA that such report has been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied except as so noted and accurately states the Exhibition Hall Revenues, Exhibition Hall Expenses, and Exhibition Hall Net Profits for the period of such report. The format and detail of the above reports shall be subject to the approval of PSA.

1                   6.1.6 Books and Records

2                   All Exhibition Hall Revenues and Exhibition Hall Expenses shall be  
3 recorded on a daily basis in accordance with GAAP except as so noted and in a manner  
4 reasonably satisfactory to PSA. FGI shall keep and maintain in the Premises, or in its home  
5 office (provided PSA shall have been notified in writing of the address at which the books and  
6 records are being maintained), full and accurate books of account and records from which  
7 Exhibition Hall Revenues and Exhibition Hall Expenses can be determined. Such records shall  
8 be preserved for at least thirty-six (36) months after the end of the period in question.

9                   6.1.7 Inspection and Audit

10                  For one hundred twenty (120) days after receipt of FGI's audited annual  
11 Exhibition Hall Net Profits report, PSA shall have the right during regular business hours to  
12 inspect and audit all books, electronic records, papers and files of FGI relating to Exhibition Hall  
13 Net Profits and FGI shall make the same available to PSA upon at least five (5) Business Days  
14 prior written request. If during that 120-day period, PSA contends that any error exists with  
15 respect to FGI's annual Exhibition Hall Net Profits report, then FGI's books, electronic records,  
16 papers, and files for such annual Exhibition Hall Net Profits report shall be kept and maintained  
17 by FGI until PSA's contention has been finally determined, even if longer than the thirty-six (36)  
18 month period provided for above. If any audit shows that the amount of annual Exhibition Hall  
19 Net Profits on FGI's annual Exhibition Hall Net Profits report was understated by more than the  
20 greater of (x) \$10,000, or (y) two percent (2%), then FGI shall pay PSA the understated amount  
21 of annual Percentage Rent within five (5) Business Days and the cost of the audit and  
22 investigation as additional Rent. If the audit reveals that the amount of annual Exhibition Hall  
23 Net Profits on FGI's annual Exhibition Hall Net Profits report was not understated by more than  
24 the greater of (x) \$10,000, or (y) two percent (2%), then PSA shall pay the cost of the audit,  
25 which shall not be a Reasonable PSA Operating Expense. If any annual Exhibition Hall Net  
26 Profits report understates the amount of Exhibition Hall Net Profits, FGI shall pay the amount of  
27 the understatement together with Economic Interest from the date originally due.

28                  6.2 Share of Revenues from Other Sources

29                  If FGI derives gross revenue from the use of the Project from sources or activities  
30 other than those described in this Lease and in Exhibit 6.2 hereof, then PSA reserves the right to

1 discuss with FGI profit sharing from such sources or activities, bearing in mind that there is  
 2 already profit sharing from Exhibition Hall Events pursuant to Section 6.1 above. Such  
 3 reservation does not imply that PSA has any right to share in such profits beyond the profit  
 4 sharing of Section 6.1 unless and until PSA and FGI mutually agree to a specific profit sharing  
 5 plan in their sole discretion.

### 6 6.3 Net Profits from Olympic Games and/or World Cup Soccer

7 To the extent any activities pertaining to the Olympic Games or World Cup  
 8 Soccer take place at the Project, all gross revenues derived from any such activities in excess of  
 9 FGI's actual cost of preparing, operating and restoring the Project in connection with such  
 10 activities shall be paid to PSA promptly following such activities. FGI shall provide reports to  
 11 PSA regarding the revenues received and the expenses incurred by FGI in connection with such  
 12 activities and shall maintain books and records with respect to such revenues and expenses and  
 13 PSA shall be entitled to inspect and audit such books and records, all in the same manner as FGI  
 14 is obligated to provide reports and to maintain books and records with respect to Percentage  
 15 Rent. All funds received by PSA pursuant to this Section 6.3 shall be deposited into a tourism  
 16 development and promotion account established pursuant to RCW 43.330, as such statute may be  
 17 from time-to-time amended, modified, supplemented, re-codified or replaced, as required by  
 18 Section 106(10) of the Act.

## 19 20 SECTION 7 USE OF THE PREMISES

### 21 7.1 Permitted Use of Premises

22 The Premises shall be used by FGI for the purpose of operating and maintaining  
 23 the Stadium, the Exhibition Hall, the Parking Facilities, and the Other Improvements. FGI may  
 24 use the Premises for any lawful purpose or event for which the Premises is (or can be reasonably  
 25 made) suitable, including without limitation sporting and other similar events, competitions,  
 26 ceremonies, conventions, meetings, assemblies, consumer shows, trade shows, concerts, plays,  
 27 musicals, recitals, performances, audience participation events, and similar types of  
 28 entertainment, social and business functions, music, movie and television production,  
 29 broadcasting or transmitting in television, radio, internet and other media, educational and  
 30 scientific activities, religious activities, political activities, concessions, restaurants and lounges,

1 parties and celebrations, circuses, carnivals, related concessions, ancillary office and retail uses,  
 2 parking and all ancillary uses necessary or convenient in connection with the above described  
 3 uses. FGI may use the Premises only for the uses and activities allowed in this Section 7.1 and  
 4 for no other uses or activities unless FGI obtains PSA's prior written consent. FGI shall not use  
 5 or allow the use of the Premises or any part thereof for any unlawful purpose or in violation of  
 6 any certificate of occupancy, any certificate of compliance or any Law. FGI shall not permit  
 7 waste of the Premises or permit any act to be done or any condition to exist on the Premises or  
 8 any part of the Premises which may be hazardous, which may constitute a nuisance, or which  
 9 may void or make voidable any policy of insurance in force with respect to the Premises.

## 10 7.2 Standard of Operations, Continuous Operations

### 11 7.2.1 Standard of Operations

12 From and after the Commencement Date and thereafter throughout the  
 13 Term, FGI shall occupy and continuously conduct business in the Exhibition Hall and the  
 14 Parking Facilities in a "First-Class Manner," which means a commercially reasonable manner  
 15 consistent with the average manner in which business is conducted in the Comparable Exhibition  
 16 Facilities and Comparable Parking Facilities identified in Section 11.1.2. From and after the  
 17 Completion Date and thereafter through the Term, FGI shall occupy and continuously conduct  
 18 business in the Stadium in a "First-Class Manner," which means in a commercially reasonable  
 19 manner consistent with the average manner in which business is conducted in the comparable  
 20 stadium facilities identified in Section 11.1.2.

### 21 7.2.2 Continuous Operations

22 FGI may interrupt the continuous operations of the Premises required by  
 23 this Section 7.2 only in the event FGI is forced to do so on account of a casualty loss, required  
 24 maintenance, or Force Majeure, and then only to the extent such an event actually requires an  
 25 interruption of continuous operations.

## 26 7.3 Hazardous Substances

27 7.3.1 FGI shall remediate any Hazardous Substances located on the Project Site  
 28 as of the Commencement Date to the extent required by applicable Governmental Authority, and  
 29 in accordance with the Development Agreement.

1           7.3.2 FGI shall not generate, release, store, or deposit on the Premises any  
 2 Hazardous Substances, except that FGI may use and store Hazardous Substances in compliance  
 3 with Laws and in such reasonable quantities as may be necessary for the operation of the  
 4 Premises. When such use or storage is reasonably necessary, FGI shall not allow any Hazardous  
 5 Substances to be released into or deposited on the Project Site, the Project Improvements, or the  
 6 ground water under the Project Site except to the extent permitted by Laws. In all events, usage  
 7 and storage of such Hazardous Substances shall be in full compliance with all Laws. If no such  
 8 Laws exist, FGI shall handle the Hazardous Substances in a manner reasonably calculated to  
 9 promote health and safety.

10           7.3.3 FGI shall defend, indemnify and hold harmless PSA and PSA Related  
 11 Persons from and against any and all claims, losses, liabilities, damages, response costs and  
 12 expenses of any nature whatsoever arising out of or in any way related to the generation, release,  
 13 storage, or deposit of Hazardous Substances on the Project Site or Project Improvements by FGI  
 14 at any time, or by any other Person during the Term, unless such Hazardous Substances are  
 15 generated, released, stored, or deposited by PSA or any PSA Related Person, including, but not  
 16 limited to: (i) claims of third parties, including Governmental Authorities, for damages, response  
 17 costs, injunctive or other relief; (ii) the cost, expense or loss to PSA of any injunctive relief,  
 18 including preliminary or temporary injunctive relief, applicable to PSA or the Premises; (iii) the  
 19 expense, including fees of attorneys, engineers, paralegals and experts for reporting the existence  
 20 of Hazardous Substances to any agency of the State of Washington or the United States as  
 21 required by applicable Laws; and (iv) any and all expenses or obligations, incurred before, during  
 22 and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom  
 23 whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees,  
 24 witness fees (expert and otherwise), deposition costs, copying and telephone charges and other  
 25 expenses, all of which shall be paid by FGI promptly after PSA incurs the obligation to pay such  
 26 amounts. The indemnity obligations of FGI in this Section 7.3.3 shall survive any termination  
 27 of this Lease.

28           7.3.4 Subject to Section 15.4, PSA shall defend, indemnify and hold harmless  
 29 FGI from and against any and all claims, losses, liabilities, damages, response costs and expenses  
 30 of any nature whatsoever arising out of or in any way related to the generation, release, storage,



1 or deposit of Hazardous Substances on the Project Site by PSA or any PSA Related Person. Any  
 2 such indemnification is not a Reasonable PSA Operating Expense. The indemnity obligations of  
 3 PSA in this Section 7.3.4 shall survive any termination of this Lease.

4 7.3.5 FGI may obtain pollution legal liability and/or environmental remediation  
 5 cost overrun insurance.

6 7.3.6 Promptly upon written notice from PSA or from any Governmental  
 7 Authority, FGI shall remove from the Premises, or otherwise remediate in accordance with  
 8 applicable Laws, all Hazardous Substances (including, without limitation, the soil or water table  
 9 of the Premises), and shall restore the Premises, to a clean, safe, good, and usable condition.  
 10 Without limiting the foregoing, FGI may utilize any appropriate governmental appeal process in  
 11 those instances where, in its reasonable discretion, FGI determines the written notice to be  
 12 arbitrary and capricious or otherwise without grounds.

13 7.3.7 Nothing in Sections 7.3.3 through 7.3.6 shall preclude environmental  
 14 related claims for indemnification or contribution with respect to the Premises. If PSA believes  
 15 that it has an environmental-related claim for indemnification or contribution from a third-party  
 16 with respect to the Premises it shall so notify FGI. If FGI believes that PSA has such a claim,  
 17 either because of a notification in accordance with the preceding sentence or otherwise, FGI may  
 18 elect to timely pursue such claim. If FGI elects to pursue such claim, it shall so notify PSA and  
 19 PSA shall assign to FGI all of PSA's legal rights to pursue such claim (to the extent such  
 20 assignment can be lawfully made). If FGI does not elect to pursue such claim, then PSA may  
 21 elect to pursue it. PSA and FGI shall reasonably cooperate in the pursuit of any such claim.

22 7.3.8 FGI assumes and shall perform any obligations of PSA under Sections  
 23 7.7.3 and 7.7.4 of the Development Agreement.

24

## 25 SECTION 8 REQUIREMENTS TO PROVIDE PUBLIC BENEFITS

### 26 8.1 Special Team Covenants.

27 FGI shall require that the Stadium Use Agreement with Team contain the  
 28 following (but appropriately re-formatted) covenants set forth in this Section 8.1, and, subject to  
 29 temporary lapses caused by Force Majeure or damage or destruction to the Project, FGI shall  
 30 cause Team to comply with such covenants at all times during the Term following the

1 Completion Date. For purposes of this Section 8.1, "Team" means not only the Seattle  
 2 Seahawks, but also any successor or replacement "major league" professional football team, and,  
 3 if professional football ceases to be considered a "major league" sport, then any other "major  
 4 league" team in any sport:

5 8.1.1 Playing of All Home Games. Team shall play all of its Regular Season  
 6 Home Games and Playoff Home Games in the Stadium, other than Home Games scheduled  
 7 elsewhere by the League.

8 8.1.2 Affordable Priced Seats

9 8.1.2.1 Affordable Priced Seats. Team shall offer to sell at least ten  
 10 percent (10%) of the spectator seats in the Stadium which are for sale to each Team Home Game  
 11 at an "affordable price," which seats shall be known as "Affordable Priced Seats." Affordable  
 12 Priced Seats may be offered for sale at a range of prices (not exceeding the affordable price) as  
 13 Team shall determine in its sole discretion. The number and locations of Affordable Priced Seats  
 14 may be determined for each Home Game, depending on the number and configuration of  
 15 spectator seats available. Affordable Priced Seats may be offered and sold on a season-ticket,  
 16 multiple-games package, individual game, and/or on such other basis as Team shall determine in  
 17 its sole discretion; provided that at least fifty percent (50%) of the minimum required Affordable  
 18 Priced Seats (i.e. five percent (5%) of the total spectator seats in the Stadium) shall be offered on  
 19 an individual game basis. "Affordable price" means a price which is not greater than the  
 20 "average" of the "lowest ticket prices" charged by all NFL teams other than Team during the  
 21 preceding NFL Season (based on information provided by the other NFL teams and/or by the  
 22 NFL), and affordable price is exclusive of any taxes, fees or other charges imposed on the sale of  
 23 the ticket by any Governmental Authority or any third-party. "Lowest ticket price" means the  
 24 lowest priced paid-admissions ticket available for sale on a regular basis for a team's Pre-Season,  
 25 Regular Season and Playoff home games, respectively; and excludes complimentary tickets,  
 26 promotional tickets, and similarly offered tickets. "Average" means the weighted average,  
 27 computed by multiplying for each NFL team other than Team the lowest ticket price for that  
 28 team's home games by the number of tickets sold at that price; adding the products of such  
 29 multiplication for all the NFL teams other than Team; and dividing that sum by the sum of  
 30 number of tickets sold at the lowest ticket prices for all the NFL teams other than Team.

1 "Affordable price" may be determined separately for Pre-Season Home Games, Regular Season  
2 Home Games and/or Playoff Home Games.

3 8.1.2.2 Reporting. By each May 31st following the end of each NFL  
4 Season during the Term following the Completion Date, FGI shall file a report with PSA setting  
5 forth the following information for the season just completed: For each Home Game, the number  
6 of spectator seats available for sale for the Home Game; the number of Affordable Priced Seats  
7 available for the Home Game, the price or prices at which Affordable Priced Seats were offered  
8 for sale (if unsold) or actually sold (if sold), or zero (if given away); and a schedule showing the  
9 computation and backup information of the average of the lowest ticket prices charged by all  
10 NFL teams other than Team during the preceding NFL Season. If the ticket holder provides  
11 goods or services as all or part of the consideration for a ticket, the reasonable market value of  
12 such goods or services shall be included in the ticket price. If the ticket entitles the holder to  
13 goods or services in addition to the right to observe a game from a seat, the reasonable market  
14 value of such other goods or services shall be deducted from the nominal ticket price.

15 8.1.2.3 Adjustment. In the event that for any Home Game, fewer than  
16 10% of the available seats qualified as Affordable Priced Seats, then an adjustment amount  
17 ("Aggregate Adjustment Amount") shall be calculated which equals the minimum aggregate  
18 amount which, if the offering price of a sufficient number of tickets which were not Affordable  
19 Priced Seats had been reduced, then the requirement of Section 8.1.2.1 would have been  
20 satisfied. Team shall reflect the Aggregate Adjustment Amount at the first reasonable  
21 opportunity in a one-time adjustment of the price of future Affordable Priced Seats, such that the  
22 average price of the Affordable Priced Seats as calculated without regard to this adjustment  
23 would be reduced by an amount equal to the Aggregate Adjustment Amount divided by the total  
24 number of Affordable Priced Seats. The "first reasonable opportunity" shall mean the next  
25 Home Game during the then current NFL Season or the immediately following NFL Season at which  
26 there are enough unsold Affordable Priced Seats to fully utilize the Aggregate Adjustment  
27 Amount.

28 8.1.2.4 Audit Right. PSA shall have the right to audit (generally as  
29 provided in Section 6.1.7) the applicable records of FGI and Team to determine if FGI is in



1 compliance with its obligations under this Section 8.1.2. FGI shall fully cooperate with any such  
2 audit, and FGI shall cause Team to fully cooperate with such audit.

3 8.1.3 Suite Lottery

4 Subject to applicable legal restrictions, for each Team Home Game played  
5 in the Stadium, Team shall designate and make available one Suite (which is not a field-level  
6 suite i.e. a "bunker suite") with a minimum of twenty (20) seats on a "lottery basis," as a free  
7 upgrade to purchasers of tickets (including for Affordable Priced Seats) other than tickets for  
8 seats located in Suites or Club Seat areas ("Suite Lottery"). Team shall conduct the Suite Lottery  
9 under the terms of a Suite Lottery Program setting forth the rules, terms and conditions of the  
10 Suite Lottery, which Team shall determine from time-to-time, in its sole discretion, but subject to  
11 applicable law. The pool of eligible purchasers may include purchasers of season tickets,  
12 multiple-game package tickets, individual game tickets, or any other basis (other than purchasers  
13 of tickets located in Suites or Club Seat areas), and may include purchasers from the current NFL  
14 Season or the immediately prior NFL Season. Team may set other reasonable eligibility  
15 requirements, such as a minimum age. The Suite Lottery Program shall provide for multiple  
16 "winners" for each Team Home Game, and may allow winners to "win" multiple tickets to the  
17 Suite. Winners may be the holder of a ticket and not literally the purchaser. So, for example, a  
18 "winner" may be selected by random drawing of a seat number associated with a ticket held by  
19 the "winner." The Suite Lottery may be conditioned upon each "winner's" agreement to such  
20 conditions as: (i) disclosure of his or her full name and social security number and granting  
21 permission to Team to make any required Federal tax filings; (ii) payment of any taxes or other  
22 regular charges due with respect to the Suite ticket; (iii) payment for food and beverages  
23 available in the Suite; (iv) surrender of the ticket for which they became eligible for the Suite  
24 Lottery and won; (v) payment to Team of dollar amounts required for withholding of any State or  
25 Federal income taxes associated with such tickets; and (vi) agreement to any other reasonable  
26 terms and conditions imposed by Team.

27 8.2 Coordination in Scheduling Events

28 8.2.1 PSA and/or FGI shall use Reasonable Efforts to meet with the Washington  
29 State Major League Baseball Stadium Public Facilities District (the "PFD") which owns Safeco  
30 Field, or The Baseball Club of Seattle, L.P. (the "Mariners"), which is the operator of Safeco

1 Field, and attempt to develop an agreement to coordinate scheduling of events at Safeco Field  
 2 and the Premises. FGI shall cooperate with the PFD and the Mariners to coordinate FGI's  
 3 operational planning for dual time-specific events and back-to-back events occurring at these two  
 4 facilities on the same day. Coordination of operational planning will include transportation  
 5 management, safety and security planning, and event clean up activities. If FGI enters into an  
 6 agreement with the PFD or the Mariners with respect to scheduling of events, then FGI shall  
 7 comply with the terms of that agreement

8 8.2.2 The foregoing covenant is currently satisfied by that certain Agreement of  
 9 Event Scheduling Principles dated June 15, 1998, between FGI and the Mariners.

10 8.2.3 Within sixty (60) days after the last Home Game of Team, PSA and FGI  
 11 shall meet to review FGI's compliance with the requirements of Section 8.2.1 (the "Annual  
 12 Review"). The Annual Review shall include a report by FGI setting forth its efforts to  
 13 coordinate its operational planning with the operations of Safeco Field, shall include public and  
 14 neighborhood input, shall review whether FGI's operations conformed to the requirements of the  
 15 City of Seattle in permits or approvals issued with respect to the Project and shall set forth  
 16 recommendations, if any, for improved coordination.

17 8.3 Cooperation with Obtaining Super Bowl Event

18 Pursuant to RCW 36.102.060(12), PSA, in consultation with FGI, is directed to  
 19 pursue hosting an NFL Super Bowl at the Stadium, but only in the event the rules of the National  
 20 Football League are changed to allow the Stadium to be the venue for a Super Bowl. In such  
 21 event, FGI shall cooperate with PSA's efforts to host a Super Bowl at the Stadium.

22 8.4 Lottery Promotion

23 8.4.1 Pursuant to the Development Agreement, subject to Section 8.4.4, FGI  
 24 shall promote the Washington State Lottery games described in Section 205 of the Act with any  
 25 combination of in-kind advertising, sponsorships, or prize promotions, valued at \$1 million  
 26 annually beginning in calendar year 1998, and increased by four percent (4%) each year  
 27 thereafter. The content and value of the advertising, sponsorships and prize promotions are  
 28 subject to the reasonable advance approval of the State Lottery Commission. FGI may enter into  
 29 an agreement with the State Lottery Commission setting forth the procedural aspects of  
 30 performance under this Section.

1           8.4.2 The purpose of this requirement is to increase lottery sales of games  
2 described in Section 205 of the Act, and to comply with Section 208 of the Act.

3           8.4.3 This obligation shall terminate upon the earlier of: (x) the date that  
4 distributions end under RCW 67.70.240(5); and (y) December 31, 2020.

5           8.4.4 Following the Completion Date, the Lottery promotion obligation under  
6 the Development Agreement shall terminate, and the same obligation is assumed by FGI under  
7 this Lease.

8           8.5 Prevailing Wages

9           FGI shall be subject to and comply with the prevailing wage requirements of  
10 RCW 39.12, as such statute may be from time-to-time amended, modified, supplemented, re-  
11 codified or replaced, with respect to any construction (but not operation or maintenance) work  
12 conducted at the Premises, and FGI shall include this prevailing wage covenant in every  
13 agreement FGI enters with any Person which will provide construction services at the Premises.

14          8.6 Women and Minority Business Enterprise Goals

15          FGI shall comply with applicable MBE and WBE goals established by King  
16 County, Washington, in connection with the operation of the Premises and FGI shall include this  
17 MBE/WBE goal covenant in every agreement and contract with respect thereto that FGI enters  
18 with any Person which will provide services to the Premises. "MBE" (Minority Business  
19 Enterprise) means a for-profit business that is at least 51%-owned and controlled by one or more  
20 minority persons or has been certified as such by the State Office of Minority and Women's  
21 Business Enterprises or some other entity responsible for certifying such businesses. "WBE"  
22 (Women Business Enterprise) means a for-profit business that is at least 51%-owned and  
23 controlled by one or more women or has been certified as such by the State Office of Minority  
24 and Women's Business Enterprises or some other entity responsible for certifying such  
25 businesses. FGI shall use Reasonable Efforts to cause MBEs and WBEs to be utilized in the  
26 operation of the Project and to cause the achievement of the goals in the aggregate. FGI shall not  
27 be required to establish or cause to be established MBE or WBE goals where no MBEs or WBEs  
28 are available and capable of providing the desired services or goods, as reasonably determined by  
29 FGI. FGI shall provide to PSA an annual written report regarding compliance by FGI with the  
30 requirements of this Section.

1           8.7    Hiring Local Residents

2           To the extent feasible, and subject to any conditions or requirements of any  
3 Project Labor Agreement or Collective Bargaining Agreement related to the Project, with respect  
4 to the operation of the Project FGI shall give preference in hiring, and shall cause its contractors  
5 which will provide services related to operation of the Project to give preference in hiring, to  
6 local residents and in particular residents from the areas immediately surrounding the Project.  
7 However, neither FGI nor any of its contractors shall be required to hire any person who is not  
8 fully capable or qualified to perform the duties of the particular job for which he or she is being  
9 considered. If FGI or any of its contractors cannot satisfy its employment needs from persons  
10 who reside within such areas, FGI and its contractors may hire such other employees as FGI or  
11 its contractor deems appropriate. FGI shall include this covenant in every agreement FGI enters  
12 with any contractor which will provide services related to operation of the Project. FGI shall  
13 provide to PSA an annual written report regarding compliance by FGI with the requirements of  
14 this Section.

15           8.8    Mitigation of Impacts from Stadium Operations

16           8.8.1 FGI shall work with PSA and those persons living or working in the  
17 Pioneer Square, Chinatown/International District, and the Greater Duwamish Neighborhoods,  
18 (the "Affected Area") to mitigate the adverse impacts on the Affected Area from the operations  
19 of the Stadium. FGI and PSA acknowledge that the impacts of events at the Stadium can only be  
20 estimated at the time of the execution of this Lease and can only be precisely determined over  
21 time, and that mitigation requirements may need to be appropriately adjusted over time.

22           8.8.2 Within thirty (30) days prior to each Lease Year, FGI shall submit to PSA  
23 for its review and comment a proposed Stadium Mitigation Report and Plan. A Stadium  
24 Mitigation Report and Plan shall identify potential adverse impacts upon the persons living in the  
25 Affected Area from FGI's operations, propose reasonable measures designed to diminish those  
26 adverse impacts, provide an assessment of the effectiveness of FGI's prior mitigation activities,  
27 and demonstrate how FGI will comply with the mitigation requirements of the Master Use  
28 Permit issued by the City of Seattle authorizing the construction of the Premises.

1           8.9    Annual Reporting on Operations

2           FGI shall submit to PSA for public disclosure not later than one hundred eighty  
3 (180) days following the end of each Lease Year an audited profit and loss financial statement  
4 for FGI's operations of the Project. This statement shall be certified as accurate by the chief  
5 financial officer of FGI and shall be accompanied by a certificate of an independent certified  
6 public accountant reasonably satisfactory to PSA that such statement has been prepared in  
7 accordance with GAAP, except as so noted, and accurately states the profits and losses of FGI  
8 for the period of such statement. The format and detail of the statement of profits and losses  
9 shall be subject to the approval of PSA.

10          8.10   Major League Soccer

11          FGI shall actively support efforts to bring a major league soccer team to play  
12 soccer games in the Stadium, either as a home team based in Seattle or as a visiting team. The  
13 foregoing obligation shall not be construed to require FGI or any Affiliate to finance or acquire  
14 any ownership interest of such a soccer team, or to provide economic terms for use of the  
15 Stadium which are not commercially reasonable for FGI. In scheduling events at the Stadium  
16 FGI shall use Reasonable Efforts to accommodate the playing schedule of any Seattle major  
17 league soccer team, but such Reasonable Efforts shall not require Team or any other Project user  
18 to adjust the schedule of its Home Games or Project events.

19          8.11   Provision of PSA Office Space

20          8.11.1   PSA shall have exclusive use without charge of office space of  
21 approximately 1,500 square feet, generally as shown in the Plans, (the "PSA Office Space") to be  
22 located in the Stadium. The exact location, configuration, dimensions, plans and specifications  
23 of the PSA Office Space are to be determined pursuant to the Development Agreement, and  
24 when so determined will be described in an Exhibit 8.11 to this Lease to be appended hereto.  
25 The PSA Office Space is a "public area" as that term is contemplated by Section 202(14) and  
26 (15) of the Act.

27          8.11.2   FGI shall, also without charge to PSA:

28               8.11.2.1   maintain the PSA Office Space, other than PSA's furniture,  
29 fixtures, equipment and personal property, and provide , normal janitorial service, but only to the  
30 extent incident to normal office use,



1                   8.11.2.2 as part of the property insurance FGI maintains pursuant to  
2 Section 13 of this Lease, maintain property insurance covering the PSA Office Space (but not  
3 PSA's furniture, fixtures, equipment or personal property),

4                   8.11.2.3 repair or reconstruct the PSA Office Space to the extent FGI is  
5 otherwise required to repair or reconstruct the Premises under Sections 11 and 12 of this Lease,  
6 except to the extent that the reason the PSA Office Space must be repaired or reconstructed was  
7 due to the actions or omissions of PSA or PSA Related Persons, agents or invitees, or due to the  
8 breach of this Lease by PSA,

9                   8.11.2.4 pay the cost of electricity, water, sewer, and HVAC provided to the  
10 PSA Office Space, but only to the extent incident to normal office use, and

11                   8.11.2.5 ensure that at the time FGI tenders possession of the PSA Office  
12 Space to the PSA, the PSA Office Space will be in compliance with all Laws applicable to the  
13 PSA Office Space except to the extent such Laws relate solely to PSA's particular use of the  
14 PSA Office Space (as opposed to the use of the PSA Office Space for general office use).

15                   8.11.3 PSA, for itself, PSA Related Persons, and its agents, invitees and guests,  
16 shall have the right of access to the PSA Office Space and nearby restrooms located in the  
17 Stadium, at any time and from time-to-time, and to use any sidewalks, stairways, elevators,  
18 escalators, parking areas and other similar or related public areas of the Stadium as may be  
19 reasonably necessary or convenient for purposes of accessing the PSA Office Space and nearby  
20 restrooms, to the same extent as FGI's employees. This Section 8.11.3 shall not be construed so  
21 as to allow PSA to attend events at the Project without charge or to allow PSA to have access to  
22 portions of the Project which are not necessary to access the PSA Office Space and nearby  
23 restrooms; provided however that this shall not limit PSA's rights of access pursuant to Section  
24 16.

25                   8.11.4 FGI shall provide to PSA twelve (12) parking passes, without charge.  
26 These passes shall allow parking in the North Parking Lot in any available parking stall  
27 throughout the Term. PSA shall have the right to enter the North Parking Lot and use the  
28 driveways and travel lanes of the North Parking Lot during the Term. The parking privileges  
29 granted by the passes shall be subject to reasonable rules and terms established from time-to-time  
30 by FGI which are generally applicable to all such parking passes.

1           8.11.5 FGI shall, subject to the imposition of reasonable rules, allow PSA to use  
 2 any appropriately-sized meeting room in the Project which is not previously scheduled for other  
 3 uses, for PSA's Board Meetings and other PSA public meetings, without charge except for the  
 4 reasonable cost of any services provided by FGI.

5           8.11.6 PSA may use the PSA Office Space only for the uses and activities  
 6 allowed in this Section 8.11 and for no other uses or activities without FGI's prior written  
 7 consent. PSA shall not use or allow the use of the PSA Office Space or any part thereof for any  
 8 unlawful purpose or in violation of any certificate of occupancy, any certificate of compliance or  
 9 any Law. PSA shall not permit waste of the PSA Office Space or permit any act to be done or  
 10 any condition to exist on the PSA Office Space or any part of the PSA Office Space which may  
 11 be hazardous, which may constitute a nuisance, or which may void or make voidable or which  
 12 may increase the premium of any policy of insurance in force with respect to the PSA Office  
 13 Space. Except for any minor non-structural alterations which do not affect the Project or its  
 14 operation, PSA shall not make any alterations to the PSA Office Space without FGI's prior  
 15 written consent. In emergencies, and as part of its obligations for maintenance and repair of the  
 16 Stadium, FGI shall have the right to enter into the PSA Office Space as required. FGI will use  
 17 Reasonable Efforts to avoid disrupting PSA's business operations and so long as FGI uses  
 18 Reasonable Efforts, FGI shall not be liable to PSA for any damage to PSA, its operations or  
 19 property resulting from such entry, maintenance or repair. In the event of any casualty or  
 20 condemnation that make the PSA Office Space untenable, PSA, if requested by FGI, shall vacate  
 21 the PSA Office Space and FGI shall use Reasonable Efforts to provide PSA with alternative  
 22 space within the Project if reasonably practicable.

23           8.11.7 Notwithstanding the foregoing, if FGI has a reasonable basis, and subject  
 24 to PSA's reasonable consent, FGI may elect to provide to PSA without charge reasonable and  
 25 proximately located office space outside the Project which reasonably complies with Section  
 26 210(2)(b)(vii) of the Act, provided that FGI pays the reasonable moving expenses of PSA.

27           8.12 Neighboring Community Meetings

28           FGI shall, subject to the imposition of reasonable rules, allow the use of any  
 29 appropriately-sized meeting room in the Project which is not previously scheduled for other uses

1 for neighboring community public meetings, without charge except for the reasonable cost of any  
 2 services provided by FGI. "Neighboring communities" are the Affected Areas.

### 3 8.13 Protection of Tax-Exempt Bonds

4 FGI acknowledges that the State of Washington may finance the construction of  
 5 the Project using tax-exempt bonds. If the State uses tax-exempt bonds, PSA and FGI shall  
 6 endeavor to structure and limit the amounts, sources, and uses of any payments received by the  
 7 State, the County, PSA, or any related governmental entity for the use or in respect to the Project  
 8 in such a manner as to permit the interest on those bonds to be tax exempt.

### 9 8.14 Project Art

10 8.14.1 The Project Improvements will include Project art pursuant to Section 15.1  
 11 of the Development Agreement ("Project Art"). FGI shall, pursuant to the Development  
 12 Agreement, allocate a total of \$1.75 million for the acquisition and replacement of Project Art  
 13 (the "Project Art Fund"). The funds in the Project Art Fund, including the remaining balance of  
 14 the original \$1.75 million, plus the proceeds from the sale of Project Art in the Premises  
 15 purchased from the Project Art Fund, plus interest earned, shall be used to purchase replacement  
 16 and additional Project Art. PSA and FGI shall, at least every five (5) years, confer to make  
 17 mutually acceptable decisions regarding Project Art to be sold and replacement Project Art to be  
 18 purchased.

19 8.14.2 Areas within the Premises have been or will be designed and designated as  
 20 "Project Art Spaces" intended to be utilized for the public display of Project Art. In consultation  
 21 with the Project Art Selection Committee, FGI shall, subject to PSA approval, determine what  
 22 Project Art may be displayed in the Project Art Spaces and the length of time the works of  
 23 Project Art may be displayed. FGI shall establish reasonable rules regarding display and  
 24 regarding public access to the Project Art Spaces, and shall use Reasonable Efforts to provide  
 25 security for the works of Project Art displayed.

### 26 8.15 Compliance With Laws: No Discrimination

27 FGI shall at all times, use, manage, possess, and operate the Project in compliance  
 28 with all applicable Laws, including Laws with respect to discrimination, and FGI shall include  
 29 this covenant in every agreement, contract, sublease, use agreement, concession agreement and  
 30 occupancy agreement FGI enters with any Person which will provide services to the Premises or



1 which will occupy space in the Premises. FGI may challenge the interpretation or application of  
 2 any Laws so long as such contest is in good faith, the contest does not jeopardize PSA's interest  
 3 in the Premises, and FGI indemnifies PSA from any cost, loss, or liability on account of the  
 4 contest

5  
 6 SECTION 9 MANAGEMENT OF THE PROJECT

7 9.1 Standard of Operation

8 FGI shall operate the Project in a First-Class Manner, as provided in Section 7.2.

9 9.2 Signage, etc.

10 Subject only to its compliance with Laws, FGI may design, construct, purchase,  
 11 install, move, remove, utilize and operate such interior and/or exterior structures, facilities,  
 12 devices and equipment for use as building marquees, signage, advertising displays, information  
 13 displays, sculptures, art works, or communication of commercial, non-commercial, public  
 14 service, entertainment or informational messages, including without limitation for purposes of  
 15 identifying the Project or any Project Element, without the consent or approval of PSA as to the  
 16 physical structure, facility, device or equipment or as to the content. Such structures, facilities,  
 17 devices and equipment may be either active or passive in nature, may be installed anywhere  
 18 within the Project, including in the interior or exterior of any of the Project Improvements, and  
 19 may be free-standing or permanently or temporarily attached to any such Project Improvement.  
 20 It is the intention of the Parties that this provision be construed broadly. No advertising of any  
 21 form at the Premises will contain a promotion of tobacco products, other than point of sale  
 22 advertising to the extent not prohibited by Laws.

23 9.3 Project Revenues

24 Except to the extent otherwise specifically provided for in this Lease, all revenues  
 25 from the operation of the Project during the Term, from every source whatsoever; shall be for the  
 26 benefit and account of FGI.

1     SECTION 10   FGI'S RESPONSIBILITY FOR ALL OPERATING EXPENSES

2             10.1   Utilities

3             Throughout the Term, FGI shall pay or cause to be paid when due, all charges for  
4     Utilities provided to or used in connection with the Premises, other than utility charges for or  
5     related to the PSA Office Space for which FGI is not responsible pursuant to Section 8.11.2.4.  
6     Nothing in this Section shall affect the obligations of PSA and FGI with respect to Utilities under  
7     the Development Agreement.

8             10.2   Payment and Contest of Impositions

9             10.2.1   Throughout the Term, FGI shall pay when due all Impositions levied or  
10     assessed against the Premises.

11            10.2.2   If any Imposition may, under applicable law, at the option of FGI be paid  
12     in installments, FGI may exercise that option, and shall pay all such installments (and interest, if  
13     any) becoming due during the Term as they become due. At the end of the Term, FGI shall  
14     deposit with PSA an amount sufficient to pay FGI's pro rata share of all Impositions for the  
15     calendar year in which the Lease terminates. If Impositions have been paid in advance by FGI  
16     for a period of time after the Term, PSA shall refund to FGI the portion of such payments  
17     applicable to the period after the Term unless it would be illegal for PSA to pay the Impositions  
18     after the end of the Term. If FGI has elected to pay assessments in installments for  
19     improvements made in connection with FGI's initial development of the Project, FGI shall pay  
20     the full balance of the assessment at the end of the Term.

21            10.2.3   FGI will furnish to PSA at least annually official receipts of the  
22     appropriate taxing authority or other proof satisfactory to PSA evidencing the payment of the  
23     Imposition.

24            10.2.4   FGI may, by appropriate legal proceedings conducted in good faith and  
25     with due diligence, contest the amount or validity or application, in whole or in part, of any  
26     Imposition or lien therefor, or any other lien, encumbrance or charge against the Premises arising  
27     from work done or materials provided to or for FGI, if:

28            10.2.4.1   The proceedings suspend the collection of the Imposition from  
29     PSA, FGI and the Premises, as applicable;

1                   10.2.4.2 FGI shall have furnished security as may be reasonably required by  
2     PSA; and

3                   10.2.4.3 FGI shall have given PSA reasonable notice of, information  
4     pertaining to, and regular progress reports about the contest.

5                   10.2.5 Pursuant to Section 202(15) of the Act, the "public or entertainment areas"  
6     of the Project are exempt from taxes imposed pursuant to RCW 82.29A.030 and 82.29A.040.  
7     PSA covenants that it will not initiate, support or cooperate with (except as required by Laws)  
8     any effort to (i) revoke or modify that exemption, (ii) to make such an exemption not applicable  
9     to the Project for any subsequent amendment or enactment of any other leasehold or similar type  
10    Imposition, or (iii) interpret other than as broadly as possible the scope of "public or  
11    entertainment areas" of the Project by any applicable agency.

### 12           10.3   Indemnification

13                   FGI shall defend, indemnify and hold harmless PSA and PSA Related Persons  
14    and the Premises from any lien, claim, cost, expense or liability with respect to any Imposition or  
15    contest thereof, including all costs and expenses (including reasonable attorneys' fees) related  
16    thereto.

### 17           10.4   Liens

18                   FGI shall not permit or suffer any lien or encumbrance against the Premises other  
19    than liens for Impositions not yet payable, liens and encumbrances granted by PSA and approved  
20    by FGI and existing on the Completion Date, easements granted by PSA and approved by FGI  
21    in connection with development of the Project, the Permitted Exceptions, and other liens and  
22    encumbrances approved by PSA in its sole discretion. If any unpermitted lien comes into  
23    existence, FGI shall cause the lien to be discharged or bonded within thirty (30) days after FGI  
24    receives notice of the existence of the lien. If FGI fails to remove the lien as required in this  
25    Section, PSA may, but shall not be obligated to, after prior written notice to FGI, discharge the  
26    lien in any manner. FGI shall repay PSA for any sums advanced to discharge the lien and for  
27    PSA's reasonable costs and expenses (including attorneys' fees) in connection with discharging  
28    the lien, within thirty (30) days after PSA requests repayment from FGI. In addition, PSA shall  
29    have all other rights and remedies against FGI under this Lease and under Law.

1           10.5   Weller Street Pedestrian Bridge Maintenance, etc.

2           Throughout the Term, FGI shall pay or cause to be paid when due, all of PSA's  
3   liabilities related to the provision of maintenance, repair and security services for the Weller  
4   Street Pedestrian Bridge pursuant to Section 4.3 of that certain Agreement among the City of  
5   Seattle, King County, Central Puget Sound Regional Transit Authority, State of Washington  
6   Department of Transportation, and PSA, in current form as of Closing.

7           10.6   Deferred Sales Tax

8           In accordance with Section 13.2.2 of the Development Agreement, if the Deferred  
9   Sales Taxes exceed \$37 million, FGI shall pay the amount of the excess to PSA when and as due,  
10   which shall be in such proportion of each annual installment of the total Deferred Sales Taxes as  
11   the portion of the Deferred Sales Taxes to be paid by FGI bears to the total Deferred Sales Taxes.

12  
13   SECTION 11   MAINTENANCE AND MODERNIZATION

14           11.1   Maintenance

15               11.1.1   Maintenance

16               Maintenance consists of Normal Maintenance and Major Maintenance.

17               11.1.2   Maintenance Standard

18               11.1.2.1   FGI shall keep all aspects of the Premises, including its electrical,  
19   mechanical, acoustical and other systems, in a "First-Class Condition" throughout the Term,  
20   normal wear and tear excepted. With respect to the Stadium, First-Class Condition means that  
21   the facilities, operational capabilities, systems, finishes, and amenities of the Stadium are  
22   maintained at a level of at least the average quality of all stadiums in the United States that are  
23   home stadiums for football teams in the National Football League (or its successor) which were  
24   first placed in service after 1996 and before 2006 ("Comparable Stadium Facilities"). With  
25   respect to the Exhibition Center, First-Class Condition means that the facilities, operational  
26   capabilities, systems, finishes and amenities of the Exhibition Center are maintained at a level of  
27   at least the average quality of comparable exhibition centers (i.e. of between 250,000 and  
28   500,000 square feet) in major metropolitan cities west of the Mississippi River, and which were  
29   first placed in service after 1996 and before 2003 ("Comparable Exhibition Facilities"). With  
30   respect to the Parking Facilities, First-Class Condition means that the facilities, operational

1 capabilities, systems, finishes and amenities of the Parking Facilities are maintained at a level of  
2 at least the average quality of other above-grade free-standing parking structures in Seattle,  
3 which serve major sports facilities, convention facilities, retail, hotel or office uses and which  
4 were first placed in service after 1996 and before 2003 ("Comparable Parking Facilities").  
5 (Comparable Stadium Facilities, Comparable Exhibition Facilities, and Comparable Parking  
6 Facilities are each "Comparable Facilities.") Exhibit 11.1.2.1 describes the Comparable Stadium  
7 Facilities, Comparable Exhibition Facilities, and Comparable Parking Facilities as they exist on  
8 the date of this Lease. Such Exhibit shall be updated by the parties on or before December 31,  
9 2003 to include all additional Comparable Exhibition Facilities and Comparable Parking  
10 Facilities, and on or before December 31, 2006 to include all additional Comparable Stadium  
11 Facilities.

12 11.1.2.2 First-Class Condition shall require modifications to the Premises,  
13 capital improvements and upgrading (all of which is included in "Modernization Improvements"  
14 described in Section 11.4), but only to the extent the average of Comparable Facilities described  
15 above have been modified, improved or upgraded using "internally generated financing."  
16 "Internally generated financing" means financing to pay for the modifications, capital  
17 improvements and upgrading either derived directly from operation of the Comparable Facility  
18 (including from any facility parking or admissions taxes or surcharges) or borrowings (such as  
19 through loans or issuance of bonds) to the extent repaid or retired from funds derived directly  
20 from operation of the Comparable Facility. Any modifications, capital improvements or  
21 upgrading in any Comparable Facility which is not paid from internally generated financing shall  
22 be ignored. To the extent a Comparable Facility has been modified, improved or upgraded using  
23 internally generated financing which is borrowed and intended to be repaid by funds derived  
24 directly from operation of the Comparable Facility over a period of time which extends beyond  
25 the expiration of the Term of this Lease, then the modifications, capital improvements or  
26 upgrading so financed shall be ignored unless and until the Term of this Lease is extended  
27 beyond the period of time in which that internally generated financing is expected to be fully  
28 repaid or retired. Notwithstanding the foregoing, FGI shall not be required to make any  
29 modifications, capital improvements or upgrading which would have the effect of replacing any  
30 structure, feature, finish, system, equipment or other part of the Project during its reasonably



1 anticipated useful life, unless such item is no longer functional and is necessary for the operation  
 2 of the Project. First-Class Condition shall not require keeping up with innovations or technology  
 3 or reconstructing portions of the Project.

#### 4 11.1.3 Annual Maintenance Plan

5 At least thirty (30) days prior to the Commencement Date and each Lease  
 6 Year thereafter, FGI shall submit to PSA, for PSA's review and approval, a plan for the Normal  
 7 Maintenance activities to be conducted at the Premises by FGI during that Lease Year (the  
 8 "Annual Maintenance Plan"). PSA shall have thirty (30) days from FGI's submission to approve  
 9 the Annual Maintenance Plan. Any subsequent changes in the Annual Maintenance Plan shall be  
 10 approved under the same procedure as for the initial approval of an Annual Maintenance Plan.  
 11 FGI shall perform Normal Maintenance substantially in accordance with the PSA approved  
 12 Annual Maintenance Plan unless FGI has a reasonable justification not to do so.

#### 13 11.1.4 Five-Year Major Maintenance and Modernization Plan

14 At least thirty (30) days prior to each Lease Year, FGI shall submit to  
 15 PSA, for PSA's review and approval, a new or updated plan of scheduled work to be performed  
 16 upon the Premises during the ensuing five-year period in order to meet FGI's obligations under  
 17 Section 11.3 for Major Maintenance and under Section 11.1.2.2 for certain modifications, capital  
 18 improvements and upgrading, as well as FGI's rights under Section 11.4 for Modernization  
 19 Improvements (a "Five-Year Plan"). A Five-Year Plan may be broken down into Major Repair  
 20 and Modernization Improvements sections. PSA shall have ninety (90) days from FGI's  
 21 submission to review and approve each Five-Year Plan. Any subsequent changes in a Five-Year  
 22 Plan shall be approved under the same procedure as for the initial Five-Year Plan. FGI shall  
 23 perform Major Maintenance and Modernization each year substantially in accordance with the  
 24 PSA approved Five-Year Plan, as that Five-Year Plan may be revised from year-to-year, unless  
 25 FGI has a reasonable justification not to do so.

#### 26 11.1.5 Annual Maintenance Report

27 Within one hundred twenty (120) days following each Lease Year, FGI  
 28 shall provide to PSA a report in reasonable detail on the prior year's Normal and Major  
 29 Maintenance. In addition, PSA shall have the opportunity to audit (generally pursuant to the  
 30 process described in Section 6.1.7) FGI's maintenance records.



1           11.2   Normal Maintenance

2           11.2.1   Normal Maintenance.   FGI shall be responsible for all Normal  
3 Maintenance required to keep the Premises in a First-Class Condition, other than Normal  
4 Maintenance of the PSA Office Space for which FGI is not responsible pursuant to Section 8.11.  
5 "Normal Maintenance" consists of those routine and predictable actions, including curative and  
6 preventive actions, which are necessary to keep the Premises in good order and repair,  
7 functioning as designed, and clean and attractive. Normal Maintenance shall include the repair  
8 or replacement of parts or components which periodically need repair or replacement as a result  
9 of normal wear and tear. Examples of Normal Maintenance include, but are not limited to:  
10 performing all preventive or routine maintenance, including those preventive or routine  
11 maintenance activities called for by the commissioning consultant referred to in the Development  
12 Agreement and those preventive or routine maintenance activities called for in any operations  
13 manuals for any systems or equipment included in the Project; keeping all portions of the  
14 Premises clean, free of graffiti and free of debris; periodic retouching of painted surfaces as  
15 needed to maintain an aesthetically attractive appearance; repairing damage to finish surfaces;  
16 replacing light bulbs; replacing damaged or worn out parts or components included in the  
17 systems and equipment included in the Premises; keeping control systems functioning; re-  
18 seeding or over-seeding the field and keeping the field properly mown, watered and fertilized;  
19 keeping all landscaping properly watered, fertilized, and pruned; cleaning, lubricating, and  
20 changing belts on all mechanical systems; periodically testing and, when needed, repairing all  
21 mechanical and electrical systems; inspecting, cleaning, and patching roofs; repairing damaged  
22 seats; cleaning storm and sanitary sewer drains; and testing and repairing all alarm systems, fire  
23 sprinkler systems, and computerized building systems.

24           11.3   Major Maintenance

25           11.3.1   FGI shall be responsible for performing all Major Maintenance required to  
26 keep the Premises in a First-Class Condition. "Major Maintenance" consists of all Maintenance  
27 other than Normal Maintenance, and includes without limitation major repairs, reconstruction  
28 and replacement of Project systems and structural elements, equipment, and the like which are  
29 required to maintain the Project in First-Class Condition. Specific examples include without

1 limitation repainting or refinishing, equipment replacement, major repairs, replacing any  
2 structural component, replacing any surface covering, and re-sodding the field.

### 3 11.4 Modernization

4 11.4.1 Modernization. FGI may, at its sole option except as required in Section  
5 11.1.2.2, elect to undertake from time-to-time Modernization Improvements, for which it shall be  
6 responsible for performing. "Modernization Improvements" include major repairs,  
7 reconstruction, replacement and additions of Project systems and structural elements, major  
8 equipment, and the like which is intended to modernize the Project and make it more functional  
9 and attractive for its then current and intended uses.

10 11.4.2 Modernization Improvements shall be performed only pursuant to a  
11 "Modernization Plan" which has been prepared by FGI and submitted to PSA, for PSA's review  
12 and approval, either as part of the Five-Year Plan or separately. If provided separately:

13 11.4.2.1 PSA shall have ninety (90) days to review the Modernization Plan  
14 and to propose changes in the Modernization Plan, based upon PSA's reasonable judgment. If  
15 PSA proposes changes in the Modernization Plan which are not acceptable to FGI, then either  
16 party may submit the dispute to Dispute Resolution.

17 11.4.2.2 Any modifications in an approved Modernization Plan  
18 subsequently proposed by FGI shall be approved under the same procedure as for the initial  
19 approval of the Modernization Plan.

20 11.4.3 Permanent Seats. The Stadium will be built with approximately 67,000  
21 permanent seats and with room to add approximately 5,000 more permanent seats. FGI may  
22 from time-to-time add up to an aggregate of 5,000 permanent seats, which shall be considered a  
23 "Modernization Improvement" subject to funding pursuant to Section 11.6 and 11.7, but so long  
24 as the additional seats are generally consistent with the layout and quality of the original seating,  
25 shall not require a Modernization Plan. FGI shall inform PSA of its plans, and PSA may review  
26 and comment on such plans.

### 27 11.5 FGI and PSA Funding Responsibilities

28 PSA shall be responsible for funding all Major Maintenance and Modernization  
29 Improvements to the extent of funds available in the Naming Rights Account and Capital  
30 Improvements Account. FGI shall be responsible for funding all Normal Maintenance. and for

1 funding Major Maintenance and Modernization Improvements in excess of the funds available in  
 2 the Naming Rights Account and Capital Improvements Account, and to the extent that the cost of  
 3 complying with Section 11.3 and 11.4 exceeds the funds made available out of those Accounts,  
 4 the excess shall be paid by FGI (although subject to future reimbursement from the Naming  
 5 Rights Account to the extent funds subsequently become available).

#### 6 11.6 Naming Rights Account

7 PSA shall create a fiduciary account entitled the "Naming Rights Account," to be  
 8 held in the custody of and administered by PSA. Pursuant to Section 107 of the Act and  
 9 Section 17.4.6 of this Lease, net proceeds from the sales of Special Naming Rights shall be  
 10 collected by PSA and held in the Naming Rights Account. The Naming Rights Account shall  
 11 consist of all such deposits, plus accumulated earnings and interest thereon. The funds in the  
 12 Naming Rights Account will be utilized only for Major Maintenance and Modernization  
 13 Improvements, but not for work which is Normal Maintenance.

#### 14 11.7 Capital Improvements Account

15 PSA shall create a fiduciary account entitled the "Capital Improvements  
 16 Account," to be held in the custody of and administered by PSA. Pursuant to Sections 301 and  
 17 302 of the Act, certain tax proceeds will be paid into the Capital Improvements Account, after  
 18 the Bonds are retired. The Capital Improvements Account shall consist of all such deposits, plus  
 19 accumulated earnings and interest thereon. The funds in the Capital Improvements Account will  
 20 be utilized only for Major Maintenance and Modernization Improvements, but not for work  
 21 which is Normal Maintenance.

#### 22 11.8 Disbursement of Funds

23 FGI may from time-to-time request a disbursement of funds from the Naming  
 24 Rights Account or the Capital Improvement Account to pay for work performed, or to reimburse  
 25 FGI for work performed and paid for by FGI, for Major Maintenance or Modernization  
 26 Improvements. In order to obtain a disbursement, FGI must submit a written request for  
 27 disbursement, accompanied by a certification of the actual out-of-pocket costs owed or paid by  
 28 FGI, accompanied by conditional lien releases from all contractors, suppliers, materialmen and  
 29 others that performed the work. PSA reserves the right to audit (generally pursuant to the  
 30 process described in Section 6.1.7) any of FGI's books and records reflecting the work for which

1 FGI is seeking payment or reimbursement. FGI's costs may include an administrative fee  
 2 payable to FGI not to exceed ten (10)% of the actual out-of-pocket costs paid or to be paid by  
 3 FGI for such work. Within fifteen (15) Business Days of FGI's request for disbursement, PSA  
 4 shall inspect the work to confirm that the work conforms to the plans approved by PSA if  
 5 required pursuant to Section 11.9. Upon PSA's confirmation that the costs claimed by FGI are  
 6 accurate and that the work conforms to the plans, PSA shall disburse the requested funds from  
 7 the requested account, or so much of them as has been confirmed.

8 11.9 Approval of Plans, Completion of Work

9 11.9.1 FGI may not make any Major Maintenance or Modernization  
 10 Improvement, the estimated cost of which would exceed \$300,000, Indexed, without the prior  
 11 consent of PSA. For any such work that requires PSA's consent, FGI shall submit "design  
 12 development" level plans and specifications for the work to PSA. PSA shall have thirty (30)  
 13 days after receipt of all of the above to review and approve the documents submitted. As to  
 14 Modernization, the approval or disapproval of PSA shall be in its sole discretion, and shall not be  
 15 subject to Dispute Resolution.

16 11.9.2 FGI shall perform all work in a sound and workmanlike manner and in  
 17 accordance with all plans and specifications approved by PSA. FGI shall not authorize a change  
 18 order with respect to such work which would have the effect of changing the design development  
 19 approval without first obtaining PSA's approval of the proposed change order. FGI shall  
 20 complete all work authorized by PSA free of any liens or claims and shall defend, indemnify and  
 21 hold PSA harmless from any such liens or claims.

22 11.9.3 When the work is substantially complete, FGI shall notify PSA and the  
 23 Parties shall inspect the work to develop a "punch list" inspection report which shall include all  
 24 items of work that are not fully complete or items of work which are defective. FGI shall cause  
 25 all items on the "punchlist" to be completed or corrected and shall notify PSA when that work is  
 26 done. PSA and FGI shall then perform a reinspection of the work to determine if all "punchlist"  
 27 work has been completed. If any of the "punchlist" work is not completed, then FGI shall  
 28 promptly complete the "punchlist" work to PSA's reasonable satisfaction and notify PSA.

29 11.9.4 If work to be performed by FGI includes installing a new operating  
 30 system, or a major component of an operating system, PSA may require the use of a